

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
NORTHERN DIVISION**

REGIONS ASSET COMPANY, )  
REGIONS FINANCIAL CORPORATION, )  
and REGIONS BANK )  
                                  )  
Plaintiffs, )  
                                  )  
v. ) Civil Action No. 2:06-cv-882-MHT  
                                  )  
REGIONS UNIVERSITY, INC. ) **FINAL JUDGMENT BY CONSENT**  
                                  )  
Defendant. )

Upon the consent of Regions Asset Company, Regions Financial Corporation and Regions Bank (collectively "Plaintiffs" or "Regions") and Regions University, Inc. ("Defendant"), it is hereby:

**ORDERED, ADJUDGED AND DECREED** as between the parties hereto that:

1. This Court has jurisdiction over the parties to this action and over the subject matter hereof pursuant to 15 U.S.C. §§ 1121 and 28 U.S.C. §§ 1331, 1338(a) and (b) and § 1367(a).

2. Regions Financial Corporation is a Delaware corporation with its principal place of business at 1900 Fifth Avenue North, Birmingham, Alabama 35203.

3. Regions Bank is an Alabama banking corporation with its principal place of business at 1900 Fifth Avenue North, Birmingham, Alabama 35203.

4. Regional Asset Company is a Delaware corporation with its principal place of business at 3501 Silverside Road, Suite 209, Wilmington, Delaware 19810.

5. Regions University, Inc., formerly Southern Christian University, is an Alabama corporation with its principal place of business at 1200 Taylor Road, Montgomery, Alabama 36117-3553.

6. Defendant's use of the REGIONS UNIVERSITY name and mark as more particularly described in the Complaint in this action has infringed and diluted Plaintiffs' REGIONS trademark and name in violation of *inter alia* federal and state trademark and unfair competition laws; however, Defendant denies that its infringement was intentional and contends that it acted in good faith in adopting the name REGIONS UNIVERSITY.

7. Defendant and its officers, directors, agents, servants, employees, affiliates, successors and assigns, and all persons in active concert or participation with them, are permanently enjoined and restrained from:

- a. Using for or in connection with the sale, offering for sale, advertising, and promotion of educational services, or other services, goods, and/or businesses, the word "REGIONS" alone or with other elements including without limitation "REGIONS UNIVERSITY," and any mark or name that incorporates the word "REGIONS" or any derivation, colorable imitation, counterfeit or simulation of the word "REGIONS;"
- b. Using the REGIONS name and mark in connection with any advertisement, promotion or marketing of Defendant, its goods, services, or businesses, including without limitation through the following means: television, radio, magazines, publications, newspapers, billboards, electronic billboards and Internet;

- c. Referring to itself as having been known as "REGIONS" or "REGIONS UNIVERSITY" in connection with any advertisement, promotion or marketing of Defendant, its goods, services or businesses, including without limitation through the following means: television, radio, magazines, newspapers, billboards, electronic billboards and Internet; notwithstanding the foregoing, Defendant may truthfully respond to inquiries of whether Defendant was formerly known as "Regions University;"
- d. Using any false designation of origin, false description or false representation in connection with the advertising, promotion or offering of any educational service or other service or business, and from doing any other act or thing, calculated or likely (i) to cause confusion, to cause mistake, or to deceive the public into the belief that Defendant or Defendant's services are Plaintiffs or their services, or come from or are affiliated with Plaintiffs, or are sponsored or approved by Plaintiffs, or come from the same source as Plaintiffs or Plaintiffs' services, (ii) to dilute the distinctive quality of the REGIONS mark, or (iii) to injure the business reputation of Plaintiffs; and
- e. Assisting, aiding or abetting, directly or indirectly, any other person or business entity from engaging in or performing any of the above-described acts.

8. Notwithstanding the foregoing Paragraph 7, Defendant has until February 29, 2008, to remove the word "REGIONS" from the physical, non-electronic portions of the signs at 1200 Taylor Road, Montgomery, AL 36117 and until February 29, 2008 to remove the word "REGIONS" from Defendant's web pages;

9. The parties acknowledge that Defendant has previously placed published advertisements and published telephone listings that identify itself as "REGIONS UNIVERSITY" that are currently in print and that these print advertisements and published listings cannot be retracted. Defendant agrees not to place any new advertisements or listings or renew existing contracts for the advertising or listing of itself in any fashion violative of the provisions of Paragraph 7. Defendant shall also have the right to maintain its current online listing in Peterson's and similar listings until its new name is adopted and shall request a change of its name in the listings not later than February 29, 2008. The name on internal print materials not disseminated or available to the public shall be changed for the spring semester of 2008.

10. Within 10 days after selecting another name, Defendant shall (a) file with all appropriate state and other governmental authorities, including, but not limited to, the Secretary of State of the State of Alabama, all documents necessary to formally change any corporate, business or fictitious name of Defendant containing the word "REGIONS" or a derivative thereof to a name consistent with this Judgment, and (b) to advise all educational certifying and accrediting authorities, including private and governmental authorities such as the Commission on Colleges of the Southern Association of Colleges and Schools and the states of Alabama, Tennessee, Utah and Arizona, of its change of name pursuant to this Judgment.

11. Within 10 days, Defendant shall withdraw or expressly abandon trademark Application Serial Nos. 78/944,966 and 78/942,915, and Defendant shall formally advise the Trademark Trial and Appeal Board (TTAB) in Opposition No. 91178239 that it consents to such withdrawal and abandonment.

12. Within 10 days, Defendant shall expressly withdraw its opposition to trademark Application Serial No. 77/098,922 filed by Plaintiffs to register the name REGIONS

UNIVERSITY in International Class 041 and Defendant shall formally advise the Trademark Trial and Appeal Board (TTAB) that it is withdrawing such opposition with prejudice.

13. Within 10 days, Defendant shall (i) transfer to Plaintiffs all domain names owned, operated or controlled by it that contain the word "REGIONS" or a derivative thereof that do not include a .edu top-level domain ("TLD") including without limitation regionsuniversity.com, regionsuniversity.biz, regionsuniversity.net, regionsuniversity.org, regionsuniversity.name, regionsuniversity.info, regionsuniversity.de, regionsuniversity.ws, regionsuniversity.cc, regionsuniversity.us, regionsuniversity.bz, regionsuniversity.tv, and (ii) surrender all domain names owned, operated or controlled by it that contain the word "REGIONS" or a derivative thereof with a .edu TLD by releasing them through the "manage your domain" feature of the educause.edu registrar website. Notwithstanding the foregoing, Defendant shall be permitted to continue using the domain name "regionsuniversity.edu" until September 25, 2008, only for the purpose of linking the domain name to another domain name that does not contain the word "REGIONS", a derivative thereof or otherwise violate the terms of this Judgment. On or before September 25, 2008, Defendant shall formally surrender the "regionsuniversity.edu" domain name by releasing it through the "manage your domain" feature of the educause.edu registrar website.

14. This Judgment shall be deemed to have been served upon Defendants at the time of its execution by the Court.

15. Prior to October 24, 2008, Defendant shall serve upon Plaintiffs and file with the Court a written statement under oath, sworn to by a corporate officer of Defendant, attesting to its compliance herewith and describing all steps taken to achieve such compliance, including, but not limited to, assurances that all advertising, promotional material, signs, billboards and web

pages have had the name and mark REGIONS UNIVERSITY and REGIONS removed therefrom.

16. The Court shall retain jurisdiction to enforce this Final Judgment by Consent. If Defendant is alleged to have breached the terms of this Judgment, Plaintiffs shall have the right to reopen this matter against Defendant upon motion filed and heard on an expedited basis. If this matter is so reopened, any and all reasonable legal fees, expenses or enforcement costs incurred by Plaintiffs shall be paid by Defendant if Plaintiffs are the prevailing party.

17. The Court expressly determines that there is no just reason for delay in entering this Judgment, and pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs entry of judgment against Defendant. Each party shall bear its own costs, expenses and attorneys fees incurred in connection with the lawsuit and the negotiation of this Consent Judgment.

Dated: January 29, 2008, Montgomery, Alabama

  
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MYRON H. THOMPSON  
UNITED STATES DISTRICT JUDGE

Dated: January 29, 2008

CONSENTS

Plaintiffs, Regions Asset Company, Regions Bank, and Regions Financial Corporation, consent to the issuance and entry of the Final Judgment by Consent herein in the form and content as set forth above without further notice.

BALCH & BINGHAM LLP

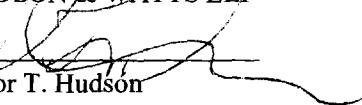
Dated: January 28, 2008

By:   
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Defendant, Regions University, Inc., consents to the issuance and entry of the Final Judgment by Consent herein in the form and content as set forth above without further notice.

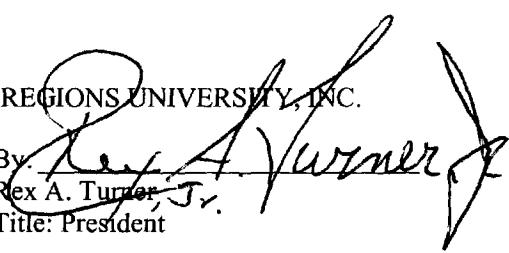
Dated: January 28, 2008

HUDSON & WATTS LLP

By:   
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Dated: January 28, 2008

REGIONS UNIVERSITY, INC.

By:   
Rex A. Turner, Jr.  
Title: President



ACKNOWLEDGEMENT

STATE OF ALABAMA)

) ss.:  
COUNTY OF Montgomery

On this 29<sup>th</sup> day of January, 2008, before me personally came Rex A. Turner, to me known, who, being by me duly sworn, did depose and say that he resides at

Montgomery, Alabama; that he is the President of Regions University, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it is so affixed by the order of the Board of Regents of said corporation and he signed his name thereto by like order.

  
\_\_\_\_\_  
Notary Public